IN THE HIGH COURT OF JUDICATURE AT MUMBAI
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. OF 2006
IN
SUIT (L) NO. 3234 OF 2006

Ms. Sukanya Joshi .... Plaintiff

Versus

Ravindra Vikas Sharma & ors..... Defendants.

Mr. Prateek Seksaria i/b Paras Kuhad & Asso.
for the plaintiff

Mr. K.R. Iyengar for the defendants. 1,2 & 4.

CORAM; S.J. VAZIFDAR, J.

DATED: 30TH NOVEMBER, 2006.

P.C.

1. Leave under Rule 147 of the High Court (O.S.) Rules, 1980 is granted to the defendants 1 and 2 to take out Notice of Motion in terms of draft Notice of Motion handed in. Notice of Motion returnable forthwith.

2. I have permitted the learned counsel appearing on behalf of the defendants 1,2 and 4 to address me afresh on the ad-interim application. By consent Notice of Motion is heard finally.

3. Both the Notice of Motions are made absolute in terms of prayer clause (a) in so far as defendant nos.1,2 and 4 are concerned. This is despite the fact that the Notice of Motion has been taken up by only defendant nos.1 and 2.

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Ms. Sukanya Joshi .... Plaintiff

Versus

Ravindra Vikas Sharma & ors..... Defendants.

Mr. Prateek Seksaria i/b Paras Kuhad & Asso.
for the plaintiff in support.

Mr. K.R. Iyengar for the defendants. 1,2 & 4
to show cause.

CORAM; S.J. VAZIFDAR, J.

DATED: 30TH NOVEMBER, 2006.

P.C.

1. This Notice of Motion has taken out by the plaintiff. I had passed orders on the ad-interim application in this Notice of Motion on 17-11-2006, 21-11-2006 and 27-11-2006.

2. As far as Plaintiff's rights under the suit agreement are concerned, the same are clearly established. I therefore reiterate the reasons given by me in these orders.

3. The only contention on behalf of defendant

nos.1 and 2 is that the material given to defendant no.4 was not pursuant to or in connection with the suit agreement dated 24-11-2005. Defendant no.4 is fully aware of the material in respect of which the plaintiff claims copyright. In the event of defendant no.4 desiring to have the said material again, it is at liberty to ask for the same again from the plaintiff. If such demand is made, the plaintiff shall furnish the same within three days of such demand in writing. The defendant no.4 is at liberty to ask for the material immediately, in order to ensure that this order is not violated.

4. In the circumstances for the reasons stated in the earlier order, ad-interim order in terms of prayer clause (a). Notice of motion is made returnable in normal course.

All parties are directed to act on authenticated copy of this order duly authenticated by the Associate/Personal Assistant of this court.

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